

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 06-054
ANNUAL REQUIREMENTS
SMALL LOAD MOTOR FUEL
(County Engineer)

DATE: May 1, 2006

CONTRACT PERIOD: March 1, 2006 through Feb. 28, 2009

CONTRACTOR: Whitehead Oil Company
P.O. Box 30211
Lincoln, NE 68503

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Alan A. Makovicka
Telephone No.: 402-435-3509
E-Mail Address: amakovicka@hotmail.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER BID SPECIFICATION NO. 06-054

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

Original Contract to: Contractor
Lancaster Co. Clerk - Public File
County Agency - Co Engineer

CONTRACT DOCUMENTS

**LANCASTER
COUNTY**

NEBRASKA

FOR

ANNUAL REQUIREMENTS
FOR
SMALL LOAD MOTOR FUELS

FOR
COUNTY ENGINEER

WHITEHEAD OIL COMPANY
PO BOX 30211
LINCOLN, NE 68503

LANCASTER COUNTY, NEBRASKA C O N T R A C T A G R E E M E N T

THIS CONTRACT, made and entered into this 19th day of April, 2006, by and between Whitehead Oil Company, PO Box 30211, Lincoln, NE 68503 hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit: **for all labor, material and equipment necessary for Annual Requirements for Small Load Motor Fuel for the County Engineer, Specifications 06-054** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud the proposer's names, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal and clarification correspondence, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Provide Annual Requirements for Small Load Motor Fuel for the County Engineer, Specifications 06-054.
2. Compensation for fuels shall be as indicated in the proposal response.

The Contractor agrees to (a) furnish all Labor, equipment, supplies, qualified personnel, transportation, and other accessories, consulting services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute services, and compete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof. The Specifications, Contractor's Proposal and any clarification correspondence shall become part of this contract agreement, as follows: Annual Requirements for Small Load Motor Fuel for the County Engineer, Specifications 06-054.

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**Annual Requirements for Small Load Motor Fuel for the County Engineer,
Specifications 06-054.**

The Motor fuels included in this Contract shall be delivered as ordered during the contract period, beginning **March 1, 2006 through February 28, 2009**. Optional 3 year renewal period with written mutual consent from **March 1, 2009 through February 28, 2012.**

The Contract Documents comprise the Contract, and consist of the following:

1. The Accepted Proposal (Response dated Feb. 10, 2006)
2. The Contract Agreements
3. The Specifications
4. The Standard Specifications
 - a. General Information
 - b. Specific Information

Waiver by the County of any breach of any provision of the Contract shall not constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof. These rights shall not be exclusive, but are in addition to rights and remedies provided by law or in this contract.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

Lancaster County Attorney

Chairperson, Board of Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Address

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

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load motor fuel.wpd

SPECIFICATIONS FOR MOTOR FUELS

1. SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

- 1.1 Estimated Quantities
 - 1.1.1 Quantities shown on the proposal form are approximate, based on prior annual usage, and represent the estimated requirements for the contract period.
 - 1.1.2 Items listed may or may not be inclusive of all requirements for the categories of motor fuels.
 - 1.1.3 Items not listed, but distributed by the bidder are to be referred to as kindred items, and shall receive the same pricing structure as items listed in the specification documents.
 - 1.1.4 Unit prices and extended prices shall be used only as a basis for the evaluation of bids.
 - 1.1.4.1 The actual quantity of material necessary may be more or less than the estimates listed on the proposal form.
 - 1.1.4.2 County shall be neither obligated nor limited to any specified amount.
 - 1.1.4.3 County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed on the proposal form.
- 1.2 Contract Period
 - 1.2.1 Motor fuels shall be delivered as ordered during the contract period, beginning March 1, 2006 through February 28, 2009.
 - 1.2.2 The County is interested in an option to renew for an additional three (3) year period, beginning March 1, 2009 through February 28, 2012
 - 1.2.2.1 Bidder must indicate on the proposal form if renewal is an option.
 - 1.2.2.2 By mutual consent of both parties it is understood and agreed that the contract may be renewed only under the same conditions governing the original contract; and any request for a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.
- 1.3 Contract Award and Notification
 - 1.3.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders.
 - 1.3.1.1 Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
 - 1.3.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
 - 1.3.3 Orders for motor fuels will be made as needed by the various County Engineer.
- 1.4 Quarterly Report
 - 1.4.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
 - 1.4.2 Such quarterly report shall itemize the following information:
 - 1.4.2.1 Each ordering department
 - 1.4.2.2 Items and quantities purchased by department
 - 1.4.2.3 Total dollar amount of purchases by department

2. DELIVERY REQUIREMENTS

- 2.1 Stick Readings:
 - 2.1.1 Stick readings for each tank shall be made before and after each filling and shall be recorded on a signed sales slip by the delivery person.
 - 2.1.2 One (1) copy of the delivery ticket shall accompany each invoice.
 - 2.1.2.1 **This requirement shall be strictly adhered to.**
 - 2.1.3 Delivery tickets shall be **CLEARLY** marked with tank number and quantity for each filling.
- 2.2 Inspection:
 - 2.2.1 Upon request from any agency, the vendor shall conduct tests and inspections of delivered fuels to insure compliance with the Materials Specifications.
 - 2.2.2 Test results shall be submitted in writing to the Purchasing Agent.

2.3 **County Truck Pick Up:**

- 2.3.1 Lancaster County owns and maintains a 2,000 gallon fuel transport truck.
- 2.3.1 Fuel pick up with County Truck shall consist of loads from 500 up-to 2,000 gallons
- 2.3.3 Loads may consist of any one (1) type of fuel, or any combination of fuels, as ordered by the County.
- 2.3.4 Fuel pick up station shall be within the City of Lincoln, city limits.

COUNTY ENGINEER MAINTENANCE STATIONS TANK CAPACITIES & ANNUAL ESTIMATED FUEL USAGE - IN GALLONS				
LOCATION	DIESEL STORAGE TANK CAPACITY	DIESEL EST. ANNUAL USAGE	UNLEADED/E10 STORAGE TANK CAPACITY	UNLEADED/E10 EST. ANNUAL USAGE
Waverly	3,000	35,000	3,000	4,000
Walton	2,000	13,000		
Roca	3,000	21,000	3,000	6,000
Bennet	2,000	8,500		
40 th & Saltillo Rd.	2,000	4,300		
Hickman	1,000	5,000		
Panama	2,000	6,300		
Firth	2,000	5,500		
Sprague	3,000	20,000	3,000	14,000
Hallam	2,000	5,500		
Kramer	2,000	7,500		
Denton	2,000	12,000		
Raymond	2,000	23,000		
Emerald	2,000	8,500		
Davey	2,000	16,500		
Malcom	2,000	7,000		

3. **INVOICING, TAXES AND PRICE CHANGES**

3.1 **Invoicing:**

- 3.1.1 **All invoices shall indicate motor fuel prices in effect at time of order**, and shall be rendered on the basis of gross gallons delivered with meter readings indicated on a sales slip.
- 3.1.2 Invoices shall indicate your terms of payment.
- 3.1.4 **Note:** Lancaster County's normal terms of payment are thirty (30) days after receipt of materials.
- 3.1.5 Indicate on your proposal form if you have a discount structure for early payment.
- 3.1.6 In no event will an early payment discount be considered which calls for payment in less than fifteen (15) days from date of invoice.

3.2 Taxes:

- 3.2.1 Lancaster County are exempt from federal excise taxes on fuels purchased for their use.
- 3.2.2 Lancaster County shall pay all Nebraska Motor Fuel taxes due; and shall be responsible for filing all appropriate State of Nebraska Department of Revenue Motor Fuels Tax forms for diesel fuel taxes due or owing.

3.3 Price Changes:

- 3.3.1 Contractor shall issue written price change notifications to the following individuals:

NOTE: IT IS PREFERRED THAT PRICE CHANGE NOTIFICATIONS BE ISSUED VIA INTERNET ELECTRONIC MAIL (E-MAIL). INDIVIDUALS E-MAIL ADDRESSES ARE INDICATED BELOW:

Shop Supervisor
Lancaster County Engineer
Building B, 444 Cherrycreek Rd.
Lincoln, Nebraska 68528
bfleisher@co.lancaster.ne.us

Assistant Purchasing Agent
City/County Purchasing Division
440 So. 8th St., Suite 200
Lincoln, Nebraska 68508
ksmith@ci.lincoln.ne.us

- 3.3.2 Price change notifications shall be issued for changes in the vendors terminal price and for changes in truck transport freight charges and Nebraska motor fuel taxes.
- 3.3.3 Motor fuel price changes during the term of the agreement shall be based on the vendor's terminal price from a major supplier F.O.B. the Lincoln Terminal.
 - 3.3.3.1 Contractor shall maintain on file major supplier's refinery price letter indicating price revisions F.O.B. Lincoln Terminal.

4. BIDDING PROCEDURE AND AWARD OF BID

4.1 Bidding Procedure:

- 4.1.1 Motor fuel prices indicated on the proposal form shall be based on bidder's terminal price effective 12:01 a.m., Friday, February 10, 2006, F.O.B. the Lincoln terminal.
- 4.1.2 Bid prices shall indicate the gross delivered price per gallon for truck transport deliveries, including all truck transport costs, Nebraska motor fuel tax, Nebraska environmental fees and federal LUST fees, but excluding Federal excise taxes.

PROPOSAL
SPECIFICATION NO. 06-054
BID OPENING TIME: 12:00 NOON
DATE: February 15, 2006

As of 2/15/06

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers through are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

THE ANNUAL REQUIREMENTS
FOR SMALL LOAD COUNTY MOTOR FUELS

BIDDING SCHEDULE

NOTE: GROSS DELIVERED PRICE PER GALLON SHALL BE BASED ON TERMINAL PRICE IN EFFECT 12:01 A.M., FRIDAY, FEBRUARY 10, 2006, F.O.B. THE LINCOLN TERMINAL.

ITEM	DESCRIPTION	ESTIMATED ANN. QTY	U/M	UNIT PRICE	TOTAL PRICE
1.	Gasoline, automotive, unleaded regular, County pick up (500 to 2,000 gallons)	24,000	GAL	1.937	46,488 ⁰⁰
2.	ALTERNATE: Gasohol, 10% ethanol blend (E10), County pick up (500 to 2,000 gallons)	same as above may be used if cost is less	GAL	2.028	
3.	Diesel fuel, no.1 low sulfur, County pick up	20,000	GAL	2.212	44,240 ⁰⁰
4.	Diesel fuel, no. 2 low sulfur, County pick up	178,600	GAL	2.142	382,561 ²⁰
5.	Anti-gel and octane improver Product Name: <i>Powerservice - anti-gel</i> <i>Phillips 66 - octane improver</i>	AS NEEDED	GAL	Anti-gel 3.69/qt Octane 1.49/12 oz 9.19/96oz	
6.	Major supplier of motor fuels to be used for term of agreement:	<i>Gasoline = Gary Williams & Magellan terminal</i> <i>Gasohol = Cenex ConocoPhillips terminal</i> <i>#1 = Cenex at ConocoPhillips terminal</i> <i>#2 = Grownmark at Magellan terminal</i>			

NO BID SECURITY IS REQUIRED

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Term of Agreement is for three (3) years, March 1, 2006 through February 28 2009 with option to renew for one additional three (3) year period.

Contract Extension Renewal is an option: Yes X No

INTER-LOCAL PURCHASING: The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political

Subdivision orders in accordance with the contract terms and conditions, in addition to orders from Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Alan Makovicka
TITLE: Dispatcher
PHONE NO. (402) 435-3509

The undersigned bidder, having full knowledge of the requirements of the County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the County the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed.

The undersigned into a contract signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. 06-054

Whitehead Oil Company
COMPANY NAME
PO Box 30211
STREET ADDRESS or P.O. BOX
Lincoln NE 68503-0211
CITY, STATE ZIP CODE
(402) 435-3509
TELEPHONE

Alan A. Makovicka
BY (Signature)
ALAN A. MAKOVICKA
(Print Name)
Dispatcher
(Title)
2/10/06
(Date)

amakovicka@hotmail.com
EMAIL ADDRESS

Bids may be inspected in the Purchasing Office during normal business hours, **after** tabulation. If you desire a copy of the bid tabulation to be mailed to you enclose a self-addressed stamped envelope with your bid. Bid tabulations can also be viewed on our website: www.lincoln.ne.gov Keyword search: "bid", specification #.

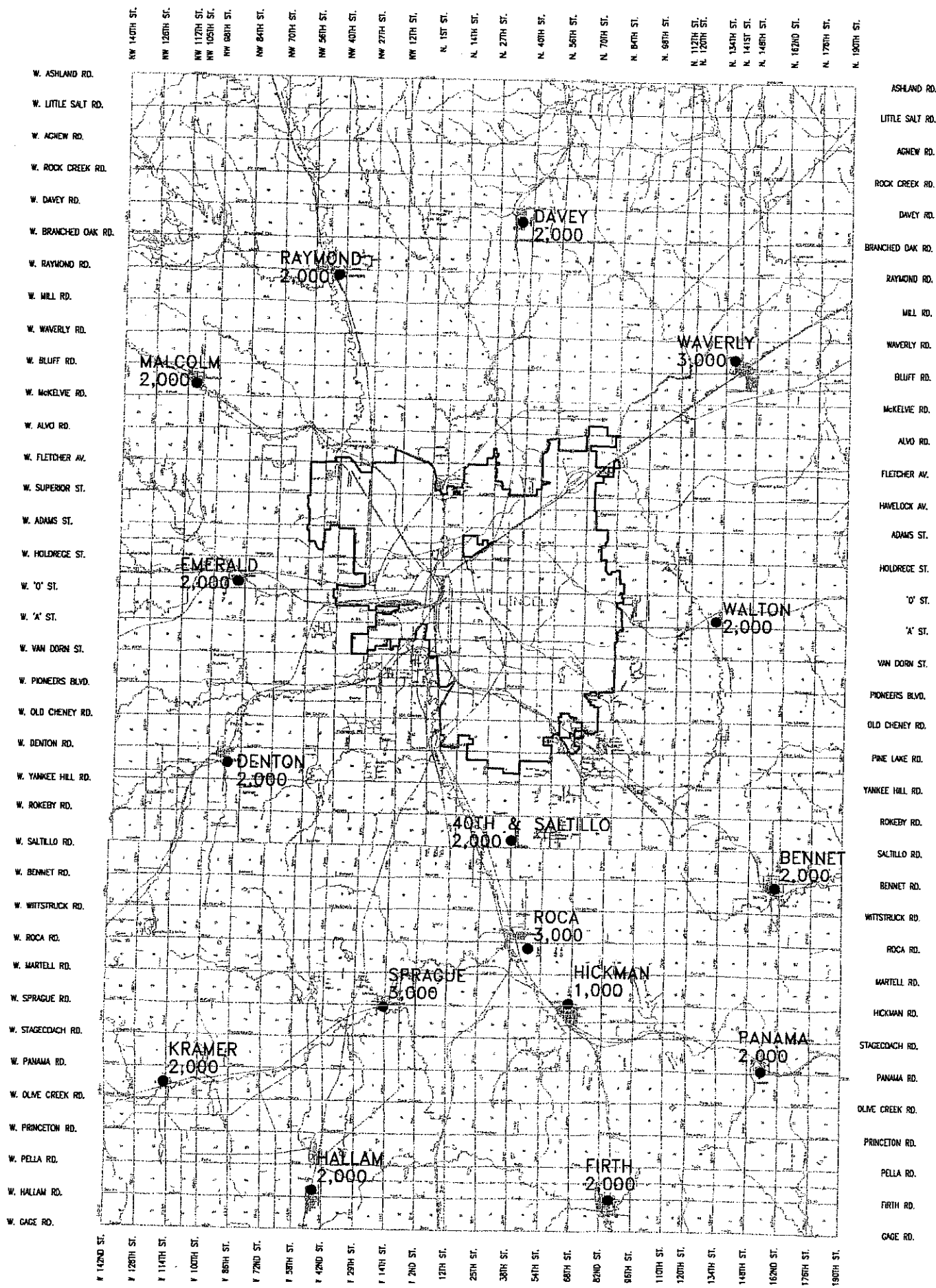
FUEL PRODUCT SPECIFICATIONS

Fuel(s) identified on the bid shall comply with the following corresponding requirements, and shall have a high level of detergent additives as recommended for engines equipped with fuel injections systems.

1. REGULAR UNLEADED GASOLINE; Shall:
 - 1.1 Comply with the requirements of ASTM D4814, latest revision.
 - 1.2 Comply with the requirements of SAE J312, latest revision.
2. E10 DENATURED FUEL BLENDED WITH GASOLINE; Shall:
 - 2.1 Comply with the requirements of ASTM D4806, latest revision.
3. No. 2 DIESEL FUEL, LOW SULFUR; Shall:
 - 3.1 Comply with the requirements of ASTM D975, latest revision.
 - 3.2 Comply with the requirements of ASTM D1552, latest revision.
 - 3.3 Comply with the requirements of ASTM D482, latest revision.
4. PRODUCT QUALITY
 - 4.1 Fuels supplied under this purchase order shall be free from contamination.
 - 4.1.1 Contamination is defined as any element, which enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes.
 - 4.2 The county authorized representative(s) reserves the right to test fuel(s) quality before, during, and after unloading. Should test results show that the fuel(s) contains contamination, the fuel(s) will be rejected.
 - 4.2.1 The vendor shall be responsible for the removal of the fuel(s) from county property within three working days after requested to do so should test results show that the fuel(s) contains any contaminants.
 - 4.2.2 The vendor shall also be responsible for all cleanup required to all county property, storage facilities, and equipment as a result of noncompliance with specifications.
 - 4.2.3 The vendor shall be fully responsible for any and all costs incurred by county for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the vendor has delivered.
 - 4.3 Any aftermarket additive used shall be identified by brand and/or trade name.
 - 4.3.1 The manufacturer's additive specifications shall be provided to county, upon request.
 - 4.3.2 Failure to provide the manufacturer's additive specifications within seven working days of county's request will be grounds for purchase cancellation without further cause.
 - 4.3.3 An additive, if used, shall comply with Environmental Protection Agency (EPA) regulations, and shall be compatible with the refiner's product.
 - 4.3.4 Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted.

NOTE: For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org.

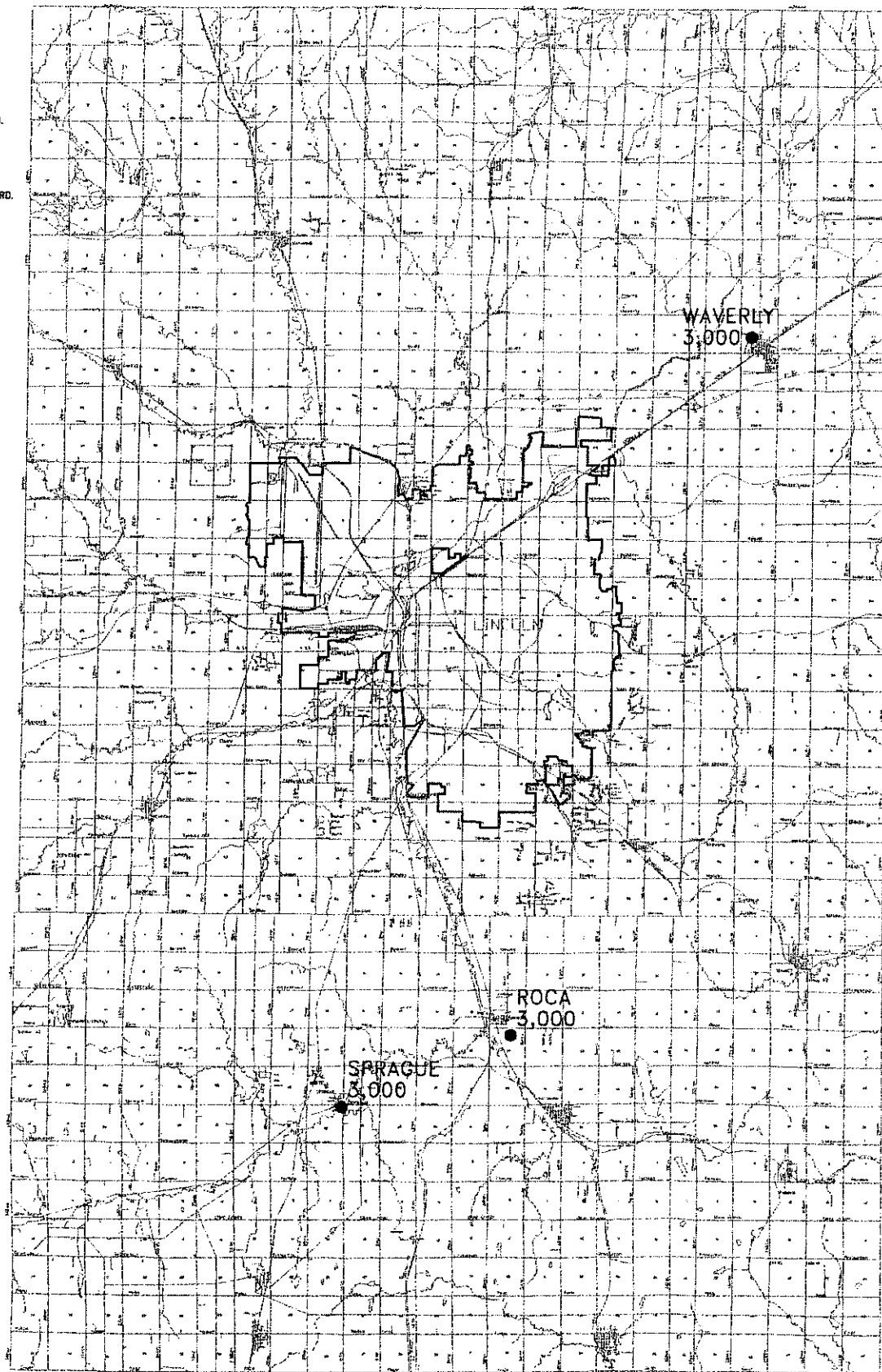
DIESEL STORAGE (GALLONS) LANCASTER COUNTY NEBRASKA



(GALLONS)
LANCASTER COUNTY
NEBRASKA

NW 140TH ST.
NW 120TH ST.
NW 117TH ST.
NW 100TH ST.
NW 90TH ST.
NW 84TH ST.
NW 70TH ST.
NW 50TH ST.
NW 40TH ST.
NW 27TH ST.
NW 12TH ST.
N. 1ST ST.
N. 14TH ST.
N. 27TH ST.
N. 40TH ST.
N. 50TH ST.
N. 70TH ST.
N. 84TH ST.
N. 90TH ST.
N. 117TH ST.
N. 120TH ST.
N. 134TH ST.
N. 141ST ST.
N. 148TH ST.
N. 162ND ST.
N. 176TH ST.
N. 190TH ST.

W. ASHLAND RD.
W. LITTLE SALT RD.
W. AGNEW RD.
W. ROCK CREEK RD.
W. DAVEY RD.
W. BRANCHED OAK RD.
W. RAYMOND RD.
W. MILL RD.
W. WAVERLY RD.
W. BLUFF RD.
W. McKELVIE RD.
W. ALVO RD.
W. FLETCHER AV.
W. SUPERIOR ST.
W. ADAMS ST.
W. HOLDREGE ST.
W. 'O' ST.
W. 'A' ST.
W. VAN DORN ST.
W. PIONEERS BLVD.
W. OLD CHENEY RD.
W. DENTON RD.
W. YANKEE HILL RD.
W. ROKEBY RD.
W. SALTILLO RD.
W. BENNET RD.
W. WITTSTRUCK RD.
W. ROCA RD.
W. MARTELL RD.
W. SPRAGUE RD.
W. STAGECOACH RD.
W. PANAMA RD.
W. OLIVE CREEK RD.
W. PRINCETON RD.
W. PELLIA RD.
W. HALLAM RD.
W. GAGE RD.



ASHLAND RD.
LITTLE SALT RD.
AGNEW RD.
ROCK CREEK RD.
DAVEY RD.
BRANCHED OAK RD.
RAYMOND RD.
MILL RD.
WAVERLY RD.
BLUFF RD.
McKELVIE RD.
ALVO RD.
FLETCHER AV.
HAVELOCK AV.
ADAMS ST.
HOLDREGE ST.
'O' ST.
'A' ST.
VAN DORN ST.
PIONEERS BLVD.
OLD CHENEY RD.
PINE LAKE RD.
YANKEE HILL RD.
ROKEBY RD.
SALTILLO RD.
BENNET RD.
WITTSTRUCK RD.
ROCA RD.
MARTELL RD.
HICKMAN RD.
STAGECOACH RD.
PANAMA RD.
OLIVE CREEK RD.
PRINCETON RD.
PELLIA RD.
FIRTH RD.
GAGE RD.

SW 142ND ST.
SW 128TH ST.
SW 114TH ST.
SW 100TH ST.
SW 86TH ST.
SW 72ND ST.
SW 58TH ST.
SW 42ND ST.
SW 28TH ST.
SW 14TH ST.
SW 2ND ST.
S. 12TH ST.
S. 28TH ST.
S. 38TH ST.
S. 54TH ST.
S. 60TH ST.
S. 82ND ST.
S. 90TH ST.
S. 110TH ST.
S. 120TH ST.
S. 134TH ST.
S. 148TH ST.
S. 162ND ST.
S. 176TH ST.
S. 190TH ST.